

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

IN THE MATTER OF:)	Docket HWCA:
)	SRPD 98/99 SCC-4005
Alpha Polishing, Inc. dba)	
General Plating Company)	
951 West Vernon Avenue)	CORRECTIVE ACTION
Los Angeles, California 90037)	CONSENT AGREEMENT
EPA ID CAD 981377971)	
)	
General Plating, Inc.)	
Respondent.)	Health and Safety
)	Sections 25187 and 25200.14
_____)	

INTRODUCTION

1. The Department of Toxic Substances Control (DTSC) and Alpha Polishing Inc. doing business as General Plating Company (General Plating) (Respondent) enter into this Corrective Action Consent Agreement (Consent Agreement) and agree as follows:

1.1. Jurisdiction exists pursuant to Health and Safety Code (HSC) sections 25187 and 25200.14, which authorize DTSC to issue an order to require corrective action when DTSC determines that there is or may be a release of hazardous waste or hazardous waste constituents into the environment from a hazardous waste facility.

1.2. The parties enter into this Consent Agreement to

avoid the expense of litigation and to carry out promptly the corrective action described below.

1.3. Respondent is the operator of a hazardous waste facility located at 951 West Vernon Avenue, Los Angeles, California (Facility).

1.4. Respondent engages in the management of hazardous waste pursuant to a Permit By Rule issued by DTSC on July 24, 1995.

1.5. The terms used in this Consent Agreement are as defined in section 66260.10 of Title 22 of the California Code of Regulations (Cal. Code Regs.), except as otherwise provided.

1.6. Respondent agrees to implement all approved workplans and to undertake all actions required by the terms and conditions of this Consent Agreement, including any portions of this Consent Agreement incorporated by reference.

1.7 Respondent waives any right to request a hearing on this Consent Agreement pursuant to HSC section 25187.

FINDINGS OF FACT

2.1.1 On March 27, 1997, Respondent completed a Phase I Environmental Assessment (Phase I) pursuant to HSC section 25200.14. The Phase I identified three areas of concern

(AOCs) that either have released hazardous waste or hazardous waste constituents into the environment: hazardous materials use area, hazardous waste generation area (DTSC identified hazardous materials use area and hazardous waste generation area as plating shop wet floor), and waste water treatment area.

2.1.2 The Phase I identifies that further investigation is necessary to determine the existence, nature and/or extent of contamination at the Facility.

2.1.3 Based on the Phase I submittal, DTSC conducted a site visit on December 3, 1997, for the purpose of gathering information on the extent of contamination. At the time of site visit, DTSC identified area under stripping tanks as a new AOC which requires further investigation.

2.1.4 *Ramtox Environmental Services* indicated in the further investigation work plan that the site was occupied by an automotive service station prior to 1970. Based on that information, the area has been identified as former gasoline dispenser island to be included in the list of AOCs.

2.1.5 *Black Rock Geosciences Subsurface Soil Investigation* (Soil Investigation) report of October 24, 1988, confirmed heavy metals soil contamination in the nickel and chrome plating area, chemical laboratory area, and waste water

effluent mixing sump area. Tetrachloroethene was detected in the waste water effluent mixing sump area, and the waste water treatment area. The identified AOCs from the report are: the chemical laboratory area (previously chrome plating area), waste water effluent mixing sump area and waste water treatment area.

2.1.6 Based on Phase I Report, Further Investigation Workplan submitted by *Ramtox Environmental Services*, the Subsurface Soil Investigation Report submitted by *Black Rock Geosciences*, and the site visit conducted by DTSC the AOCs are as follows:

- * Plating shop wet floor
- * Former gasoline dispenser island
- * Chemical laboratory area (previously chrome and nickel plating area)
- * Waste water effluent mixing sump
- * Waste water treatment area
- * Area under stripping tanks.

2.2. Based on the Phase I report, the Further Investigation Workplan submitted by *Ramtox Environmental Services* the Subsurface Soil Investigation report submitted by *Black Rock Geosciences*, and the site visit conducted by DTSC staff,

DTSC concludes that further investigation is needed to determine the nature and extent of contamination in the six AOCs as listed below:

- * Plating shop wet floor
- * Former gasoline dispenser island
- * Plating laboratory (previously chrome and nickel plating area)
- * Waste water effluent mixing sump
- * Waste water treatment area
- * Area under stripping tanks

2.3. The hazardous waste and hazardous waste constituents of concern at the Facility are chromium, hexavalent chromium, cadmium, cyanide, nickel, copper, lead, tin, zinc, chlorinated solvents, paint thinners, and gasoline/diesel.

2.4. Hazardous wastes or hazardous waste constituents have migrated or may migrate from the Facility into the environment through the following pathways: leaks from the containment area, leaching to ground water, airborne dusts, and rain surface runoff water.

2.5. The Facility is located in a mixed residential, commercial zone. A residential building is located behind the northern wall of the plating shop. A parking lot is to the

East and a vacant lot is to the West of the Facility. In 1974, the ground water below the surface in the area was reported to be approximately 100 feet below the ground surface (Moyle). In 1997, ground water was estimated to be approximately 170 feet below the surface (Ramtox). County wells 1441F and 2679G are the closest public wells to the Facility. They are located about two miles to the southeast and one and eighth miles to the west respectively of the Facility.

2.6. Releases from the Facility have a potential to leach into the ground water and affect public water supply. Contaminated dust on site has a potential to become airborne and affect nearby residents. Workers at the Facility may become exposed to the chemical residues on site during work related activities, and to the contaminated soil during future expansion, and/or facility remodeling. The residents in the neighborhood may become exposed if the contamination plume spreads under their homes.

2.7 A Title Search of the property indicates that C.W. Smith Family Inc. obtained the property from a corporation known as General Plating Corporation on or about July 8, 1979.

PROJECT COORDINATOR

3. Within fourteen (14) days of the effective date of this Consent Agreement, DTSC and Respondent shall each designate a Project Coordinator and shall notify each other in writing of the Project Coordinator selected. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Agreement and for designating a person to act in his/her absence. All communications between Respondent and DTSC, and all documents, report approvals, and other correspondence concerning the activities performed pursuant to this Consent Agreement shall be directed through the Project Coordinators. Each party may change its Project Coordinator with at least seven (7) days prior written notice.

WORK TO BE PERFORMED

4. Respondent agrees to perform the work undertaken pursuant to this Consent Agreement in a manner consistent with: the attached Scopes of Work; any DTSC-approved Workplans; HSC and other applicable state and federal laws and their implementing regulations; and applicable DTSC and USEPA guidance documents. Applicable guidance documents include, but are not limited to, the *Preliminary Environmental Assessment* (PEA) Manual, "Test Methods For Evaluating Solid Waste" (SW-846) Update III, *Drilling, Coring, Sampling, and*

Logging at Hazardous Substance Release Sites (July 1995) - State of California Environmental Protection Agency Guidance Manual, Interim Guidance For Active Soil Gas Investigation (February 25, 1997)- Los Angeles Regional Water Quality Control Board.

INTERIM MEASURES (IM)

5.1. If deemed necessary by DTSC, respondent shall evaluate available data and assess the need for interim measures in addition to those specifically required by this Consent Agreement. Interim measures shall be used whenever possible to control or abate immediate threats to human health and/or the environment, and to prevent and/or minimize the spread of contaminants while long-term corrective action alternatives are being evaluated.

5.2. If at any time Respondent identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous waste constituents, or discovers new solid waste management units not previously identified, Respondent shall notify DTSC Project Coordinator orally within 48 hours of discovery and notify DTSC in writing within 10 days of discovery summarizing the findings, including the immediacy

and magnitude of the potential threat to human health and/or the environment. Within 30 days of receiving DTSC's written request, Respondent shall submit to DTSC an Interim Measures (IM) Workplan for approval. The IM Workplan shall include a schedule for submitting to DTSC an IM Operation and Maintenance Plan and IM Plans and Specifications. The IM Workplan is subject to approval by DTSC and shall provide for the performance of all Interim Measures necessary to achieve stabilization at the Facility. If DTSC determines that immediate action is required, DTSC Project Coordinator may orally authorize the Respondent to act prior to DTSC's receipt of the IM Workplan.

5.3 If DTSC identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous waste constituents, or discovers new solid waste management units not previously identified, DTSC will notify Respondent in writing. Within 30 days of receiving DTSC's written notification, Respondent shall submit to DTSC for approval an IM Workplan that identifies Interim Measures that will mitigate the threat. The IM Workplan shall include a schedule for submitting to DTSC an IM Operation and Maintenance Plan and IM Plans and Specifications. The IM Workplan is subject

to approval by DTSC and shall provide for the performance of all Interim Measures necessary to achieve stabilization at the Facility. If DTSC determines that immediate action is required, DTSC Project Coordinator may orally authorize Respondent to act prior to receipt of the IM Workplan.

5.4. All IM Workplans shall ensure that the Interim Measures are designed to mitigate current or potential threats to human health and/or the environment, and should, to the extent practicable, be consistent with the objectives of, and contribute to the performance of, any remedy which may be required at the Facility.

5.5. Concurrent with the submission of an IM Workplan, Respondent shall submit to DTSC a Health and Safety Plan in accordance with the Scope of Work for a Health and Safety Plan, Attachment 2.

FACILITY INVESTIGATION

6.1. Within 60 days of the effective date of this Consent Agreement, Respondent shall submit to DTSC a Workplan for a Facility Investigation. The Workplan is subject to approval by DTSC and shall be developed in a manner consistent with the Scope of Work for a Facility Investigation contained in Attachment 1. DTSC will review the Workplan and notify Respondent in writing of DTSC's approval or disapproval.

6.2. The Workplan shall detail the methodology to:

(1) gather data needed to make decisions on interim measures/stabilization during the early phases of the Facility Investigation; (2) identify and characterize all sources of contamination; (3) define the nature, degree and extent of contamination; (4) define the rate of movement and direction of contamination flow; (5) characterize the potential pathways of contaminant migration; (6) identify actual or potential human and/or ecological receptors; and (7) support development of alternatives from which a corrective measure will be selected by DTSC. A specific schedule for implementation of all activities shall be included in the Workplan.

6.3. Respondent shall submit a Report to DTSC for approval in accordance with DTSC-approved Workplan schedule. The Report shall be developed in a manner consistent with the Scope of Work for a Facility Investigation contained in Attachment 1. If there is a phased investigation, separate Facility Investigation Reports and a report that summarizes the findings from all parts of the FI must be submitted to DTSC. DTSC will review the Report and notify Respondent in writing of DTSC's approval or disapproval.

6.4. Concurrent with the submission of a Workplan, Respondent shall submit to DTSC a Health and Safety Plan in

accordance with Attachment 2. If Workplans for both an IM and FI are required by this Consent Agreement, Respondent may submit a single Health and Safety Plan that addresses the combined IM and FI activities.

6.5. Concurrent with the submission of a Workplan, Respondent shall submit for DTSC approval a Community Profile in accordance with Attachment 3. Based on the information provided in the Community Profile and any Supplement to the Community Profile, DTSC will determine the level of community interest. Depending on the level of community interest, DTSC will decide which public participation activities are necessary. These activities may include a FI Fact Sheet, a public participation plan, a public notice and a public meeting.

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CORRECTIVE MEASURES STUDY (CMS) AND IMPLEMENTATION

7. If it becomes necessary to perform a subsequent phase of work, DTSC and Respondent will negotiate another consent agreement to address the additional work. If another consent agreement is not reached within sixty (60) days, DTSC reserves its right to issue an order or take any other action provided for by law. DTSC's costs incurred in negotiating the subsequent consent agreement are considered costs incurred

pursuant to this Consent Agreement and are payable under this Consent Agreement.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

8. DTSC must comply with the California Environmental Quality Act (CEQA) insofar as activities required by this Consent Agreement are projects subject to CEQA.

DTSC APPROVAL

9.1. Respondent shall revise any Workplan, report, specification, or schedule in accordance with DTSC's written comments. Respondent shall submit to DTSC any revised documents by the due date specified by DTSC. Revised submittals are subject to DTSC's approval or disapproval.

9.2. Upon receipt of DTSC's written approval, Respondent shall commence work and implement any approved workplan in accordance with the schedule and provisions contained therein.

9.3. Any DTSC approved workplan, report, specification, or schedule required under this Consent Agreement shall be deemed incorporated into this Consent Agreement.

9.4. Verbal advice, suggestions, or comments given by

DTSC representatives will not constitute an official approval or decision.

SUBMITTALS

10.1. Beginning with the first full month following the effective date of this Consent Agreement, Respondent shall provide DTSC with bi-monthly progress reports of corrective action activities conducted pursuant to this Consent Agreement. Progress reports are due on the first day of the month. The progress reports shall conform to the Scope of Work for Progress Reports contained in Attachment 6. DTSC may adjust the frequency of progress reporting to be consistent with site-specific activities.

10.2. Any report or other document submitted by Respondent pursuant to this Consent Agreement shall be signed and certified by the project coordinator, a responsible corporate officer, or a duly authorized representative.

10.3. The certification required by paragraph 12.2 above, shall be in the following form:

I certify that the information contained in or accompanying this submittal is true, accurate, and complete. As to those portions of this submittal for which I cannot personally verify the accuracy, I certify that this submittal and all attachments were prepared at my direction in accordance with procedures designed to assure that qualified personnel properly

gathered and evaluated the information submitted.
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Signature: _____
Name: _____
Title: _____
Date: _____

10.4. Respondent shall provide two copies of all documents, including but not limited to, workplans, reports, and correspondence of fifteen (15) pages or longer. Submittals specifically exempted from this copy requirement are all progress reports and correspondence of less than 15 pages, of which one copy is required.

10.5. Unless otherwise specified, all reports, correspondence, approvals, disapprovals, notices, or other submissions relating to this Consent Agreement shall be in writing and shall be sent to the current Project Coordinators.

PROPOSED CONTRACTOR/CONSULTANT

11. All work performed pursuant to this Consent Agreement shall be under the direction and supervision of a professional engineer or registered geologist, registered in California, with expertise in hazardous waste site cleanup. Respondent's contractor or consultant shall have the technical expertise sufficient to fulfill his or her responsibilities. Within fourteen (14) days of the effective date of this

Consent Agreement, Respondent shall notify DTSC Project Coordinator in writing of the name, title, and qualifications of the professional engineer or registered geologist and of any contractors or consultants and their personnel to be used in carrying out the terms of this Consent Agreement. DTSC may disapprove of Respondent's contractor and/or consultant.

ADDITIONAL WORK

12. DTSC may determine or Respondent may propose that certain tasks, including investigatory work, engineering evaluation, or procedure/methodology modifications are necessary in addition to, or in lieu of, the tasks and deliverables included in any part of DTSC-approved workplans. DTSC shall request in writing that Respondent perform the additional work and shall specify the basis and reasons for DTSC's determination that the additional work is necessary. Within fourteen (14) days after the receipt of such determination, Respondent may confer with DTSC to discuss the additional work DTSC has requested. If required by DTSC, Respondent shall submit a workplan to DTSC for the additional work. Such workplan shall be submitted to DTSC within thirty (30) days of receipt of DTSC's determination or according to an alternate schedule established by DTSC. Upon approval of a

workplan, Respondent shall implement it in accordance with the provisions and schedule contained therein. The need for, and disputes concerning, additional work are subject to the dispute resolution procedures specified in this Consent Agreement.

QUALITY ASSURANCE

13.1. All sampling and analyses performed by Respondent under this Consent Agreement shall follow applicable DTSC and USEPA guidance for sampling and analysis. Workplans shall contain quality assurance/quality control and chain of custody procedures for all sampling, monitoring, and analytical activities. Any deviations from the approved workplans must be approved by DTSC prior to implementation, must be documented, including reasons for the deviations, and must be reported in the applicable report (e.g., FI Report).

13.2. The names, addresses, and telephone numbers of the California State certified analytical laboratories Respondent proposes to use must be specified in the applicable workplans.

SAMPLING AND DATA/DOCUMENT AVAILABILITY

14.1. Respondent shall submit to DTSC upon request the results of all sampling and/or tests or other data

generated by its employees, agents, consultants, or contractors pursuant to this Consent Agreement.

14.2. Respondent shall notify DTSC in writing at least seven (7) days prior to beginning each separate phase of field work approved under any Workplan required by this Consent Agreement. If Respondent believes it must commence emergency field activities without delay, Respondent may seek emergency telephone authorization from DTSC Project Coordinator or, if the Project Coordinator is unavailable, his/her Branch Chief, to commence such activities immediately.

14.3. At the request of DTSC, Respondent shall provide or allow DTSC or its authorized representative to take split or duplicate samples of all samples collected by Respondent pursuant to this Consent Agreement. Similarly, at the request of Respondent, DTSC shall allow Respondent or its authorized representative to take split or duplicate samples of all samples collected by DTSC under this Consent Agreement.

ACCESS

15. Subject to the Facility's security and safety procedures, Respondent agrees to provide DTSC and its representatives access at all reasonable times to the Facility and any other property to which access is required for

implementation of this Consent Agreement and shall permit such persons to inspect and copy all records, files, photographs, documents, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Consent Agreement and that are within the possession or under the control of Respondent or its contractors or consultants.

RECORD PRESERVATION

16.1. Respondent shall retain, during the pendency of this Consent Agreement and for a minimum of six (6) years after its termination, all data, records, and documents that relate in any way to the performance of this Consent Agreement or to hazardous waste management and/or disposal at the Facility. Respondent shall notify DTSC in writing ninety (90) days prior to the destruction of any such records, and shall provide DTSC with the opportunity to take possession of any such records. Such written notification shall reference the effective date, caption, and docket number of this Consent Agreement and shall be addressed to:

Stephen W. Lavinger, Chief
Southern California Branch
Statewide Regulatory Programs Division
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

16.2. If Respondent retains or employs any agent,

consultant, or contractor for the purpose of carrying out the terms of this Consent Agreement, Respondent will require any such agents, consultants, or contractors to provide Respondent a copy of all documents produced pursuant to this Consent Agreement.

16.3. All documents pertaining to this Consent Agreement shall be stored in a central location at the Facility to afford ease of access by DTSC and its representatives.

DISPUTE RESOLUTION

17.1. The parties agree to use their best efforts to resolve all disputes informally. The parties agree that the procedures contained in this section are the sole administrative procedures for resolving disputes arising under this Consent Agreement. If Respondent fails to follow the procedures contained in this section, it shall have waived its right to further consideration of the disputed issue.

17.2. If Respondent disagrees with any written decision by DTSC pursuant to this Consent Agreement, Respondent's Project Coordinator shall orally notify DTSC Project Coordinator of the dispute. The Project Coordinators shall attempt to resolve the dispute informally.

17.3 If the Project Coordinators cannot resolve the dispute informally, Respondent may pursue the matter formally by placing its objection in writing. Respondent's written objection must be forwarded to:

Stephen W. Lavinger, Chief
Southern California Branch
Statewide Regulatory Programs Division
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

A copy of the objection shall be forwarded to DTSC Project Coordinator. The written objection must be mailed to the Branch Chief within fourteen (14) days of Respondent's receipt of DTSC's written decision. Respondent's written objection must set forth the specific points of the dispute and the basis for Respondent's position.

17.4. DTSC and Respondent shall have fourteen (14) days from DTSC's receipt of Respondent's written objection to resolve the dispute through formal discussions. This period may be extended by DTSC for good cause. During such period, Respondent may meet or confer with DTSC to discuss the dispute.

17.5. After the formal discussion period, DTSC will provide the Respondent with its written decision on the dispute. DTSC's written decision will reflect any agreements reached during the formal discussion period and be signed by

Chief, Southern California Branch, Statewide Regulatory Programs Division, Department of Toxic Substances Control, or his/her designee.

17.6. During the pendency of all dispute resolution procedures set forth above, the time periods for completion of work to be performed under this Consent Agreement that are affected by such dispute shall be extended for a period of time not to exceed the actual time taken to resolve the dispute. The existence of a dispute shall not excuse, toll, or suspend any other compliance obligation or deadline required pursuant to this Consent Agreement.

RESERVATION OF RIGHTS

18.1. DTSC reserves all of its statutory and regulatory powers, authorities, rights, and remedies, both legal and equitable, which may pertain to Respondent's failure to comply with any of the requirements of this Consent Agreement. This Consent Agreement shall not be construed as a covenant not to sue, release, waiver, or limitation on any rights, remedies, powers, or authorities, civil or criminal, that DTSC has under any statutory, regulatory, or common law authority.

18.2. DTSC reserves the right to disapprove of work performed by Respondent pursuant to this Consent Agreement and

to request that Respondent perform additional tasks.

18.3. DTSC reserves the right to perform any portion of the work consented to herein or any additional site characterization, feasibility study, and/or remedial actions it deems necessary to protect human health and/or the environment. DTSC may exercise its authority under any applicable state or federal law or regulation to undertake response actions at any time. DTSC reserves its right to seek reimbursement from Respondent for costs incurred by the State of California with respect to such actions. DTSC will notify Respondent in writing as soon as practicable regarding the decision to perform any work described in this section.

18.4. If DTSC determines that activities in compliance or noncompliance with this Consent Agreement have caused or may cause a release of hazardous waste and/or hazardous waste constituents, or a threat to human health and/or the environment, or that Respondent is not capable of undertaking any of the work required, DTSC may order Respondent to stop further implementation of this Consent Agreement for such period of time as DTSC determines may be needed to abate any such release or threat and/or to undertake any action which DTSC determines is necessary to abate such release or threat. The deadlines for any actions required of

Respondent under this Consent Agreement affected by the order to stop work shall be extended to take into account DTSC's actions.

18.5. This Consent Agreement is not intended to be nor shall it be construed to be a permit. The parties acknowledge and agree that DTSC's approval of any workplan, plan, and/or specification does not constitute a warranty or representation that the workplans, plans, and/or specifications will achieve the required cleanup or performance standards. Compliance by Respondent with the terms of this Consent Agreement shall not relieve Respondent of its obligations to comply with HSC or any other applicable local, state, or federal law or regulation.

OTHER CLAIMS

19. Except as provided in this Consent Agreement, nothing in this Consent Agreement shall constitute or be construed as a release from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous

wastes, pollutants, or contaminants found at, taken to, or taken or migrating from the Facility.

OTHER APPLICABLE LAWS

20. All actions required to be taken pursuant to this Consent Agreement shall be undertaken in accordance with the requirements of all local, state, and federal laws and regulations. Respondent shall obtain or cause its representatives to obtain all permits and approvals necessary under such laws and regulations.

REIMBURSEMENT OF DTSC'S COSTS

21.1. Respondent shall pay DTSC's costs incurred in the implementation of this Consent Agreement.

21.2 An estimate of DTSC's costs with respect to the investigative phase is attached as Exhibit A showing the amount of \$11,292.00. It is understood by the parties that the amount shown on Exhibit A is an estimate only and may differ from the actual costs incurred by DTSC in implementing this phase of the Consent Agreement.

21.3 Respondent shall make an advance payment to DTSC in the amount of \$5,646.00 within 30 days of the effective date of this Consent Agreement. If the advance payment exceeds DTSC's costs, DTSC will refund the balance within 120 days after the execution of the Acknowledgment of Satisfaction

pursuant to Section 23 of this Consent Agreement.

21.4. After the advance payment, DTSC will provide Respondent with a billing statement at least quarterly, which will include the name of the employee, identification of the activity, the amount of time spent on each activity, and the hourly rate charged. If Respondent does not pay an invoice within 60 days, the amount is subject to interest as provided by HSC section 25360.1.

21.5. DTSC will retain all costs records associated with the work performed under this Consent Agreement as required by state law. DTSC will make all documents which support the Department's cost determination available for inspection upon request, as provided by the Public Records Act.

21.6. Any dispute concerning DTSC's costs is subject to the dispute resolution procedures established by DTSC pursuant to HSC, section 25269.5(b). DTSC reserves its right to recover unpaid costs under applicable state and federal laws.

21.7. All payments shall be made within 30 days of the date of the billing statement by check payable to the Department of Toxic Substances Control and shall be sent to:

Accounting Unit
Department of Toxic Substances Control
P. O. Box 806
Sacramento, California 95812-0806

All checks shall reference the name of the Facility, the Respondent's name and address, and the docket number of this Consent Agreement. Copies of all checks and letters transmitting such checks shall be sent simultaneously to DTSC's Project Coordinator.

MODIFICATION

22.1. This Consent Agreement may be modified by mutual agreement of the parties. Any agreed modifications shall be in writing, shall be signed by both parties, shall have as their effective date the date on which they are signed by DTSC, and shall be deemed incorporated into this Consent Agreement.

22.2. Any requests for revision of an approved Workplan requirement must be in writing. Such requests must be timely and provide justification for any proposed Workplan revision. DTSC has no obligation to approve such requests, but if it does so, such approval will be in writing and signed by the Chief, Southern California Branch, Statewide Regulatory Programs Division, Department of Toxic Substances Control, or his or her designee. Any approved Workplan modification shall be incorporated by reference into this Consent Agreement.

TERMINATION AND SATISFACTION

23. The provisions of this Consent Agreement shall be deemed satisfied upon the execution by both parties of an Acknowledgment of Satisfaction (Acknowledgment). DTSC will prepare the Acknowledgment for Respondent's signature. The Acknowledgment will specify that Respondent has demonstrated to the satisfaction of DTSC that the terms of this Consent Agreement including payment of DTSC's costs have been satisfactorily completed. The Acknowledgment will affirm Respondent's continuing obligation to preserve all records after the rest of the Consent Agreement is satisfactorily completed.

EFFECTIVE DATE

24. The effective date of this Consent Agreement shall be the date on which this Consent Agreement is signed by all the parties. Except as otherwise specified, "days" means calendar days.

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SIGNATORIES

25. Each undersigned representative certifies that he or she is fully authorized to enter into this Consent Agreement.

DATE: June 20, 2000

BY: Signed by Alan Olick
Signature/Respondent

Typed or Printed Name and Title of
Respondent

DATE: June 26, 2000

BY: Signed by Stephen W. Lavinger
Stephen W. Lavinger, Chief
Southern California Branch
Statewide Regulatory Programs

Division

Department of Toxic Substances

Control